

# Membership Terms & Conditions

Membership at Foxhills is subject to the following rules and regulations.

## 1) Name

- a) The name of the club shall be "Foxhills". The property of the club is vested in Windsor Holdings Limited (hereinafter called "the company").
- b) The company shall have exclusive control over the management and operation of the club, its properties and facilities and shall establish and control all membership policies and rules and regulations of the club.
- c) The company shall be exclusively responsible for all expenses connected with the club, the engagement and payment of staff, and all other matters involving expenditure.
- d) Every member of the club shall be subject to the payment of the appropriate fees and subscription in accordance with these rules.

## 2) Management of the Club & Resort

- a) The Directors of the company shall appoint a management team who are responsible for the day-to-day operations of Foxhills.
- b) The management team will calculate all entrance fees, annual subscriptions, types of membership, day fees and all ancillary charges such as food and beverage, accommodation, conferencing and eventing.
- c) The management will uphold the rules and regulations of the club and make any changes or alterations to the rules without notice, when deemed necessary.
- d) The management will assume sole responsibility for dealing with any breach of the club rules and regulations.

## 3) Membership

- a) All memberships in the club are non-proprietary and no member shall own any interest in any assets of the club. Payment by any member of joining fees, dues and charges to the club does not grant to such member any stock ownership, equity, voting rights, any interest in real estate or operational control, but only gives the member the right to use the facilities for the term and on the conditions set forth herein.
- b) The club will offer a range of membership categories. They are:
  - i) Full 7 Day and Full 5 Day, which includes the use of all the club facilities.
  - ii) Golf 7 Day and Golf 5 Day, which includes the use of all the golf facilities.
  - iii) Associate, which includes Golf 7 Day access with restrictions.
  - iv) Country Club, which includes use of all leisure facilities excluding the 2

# Membership

## Terms & Conditions

Championship golf courses, where a member guest green fee is applicable.

v) healthSpa, which includes use of the healthSpa facilities plus all fitness classes.

vi) Manor Golf, which includes use of Manor Golf course, Practice Den, Driving Range and Putting Green.

vii) Under 18, which includes use of all the club facilities which are restricted by what age the member is and/or their golfing ability.

c) The club reserves the right to amend all categories of membership and introduce new categories as and when it feels right and proper to do so.

#### **4) Joining the Club**

a) Any person wishing to join the club must do so by filling out the appropriate application form and returning to the Membership Office with the appropriate joining fee and subscription. The club may require additional information as is deemed relevant to evaluate any application.

b) The management reserves the right to refuse any application without recourse and without giving reason.

c) The club Membership Year runs from May 1st to the 30th April in the following year.

Membership subscriptions are for a minimum of 12 months although can be prorated if joining after April 1st.

d) Applicants will be informed in writing of the success of their application within 14 days of the club receiving the necessary completed forms.

e) Each new member will serve a minimum of three months' probation. During this period, the prospective member may be required to attend an interview. At the expiry of the said probationary period, the membership will be considered by the club. Should the member fail to pass the probationary period, they will be informed in writing and be entitled to a full refund of any outstanding subscriptions. The entrance fee will not be reimbursed and will remain the property of the club.

f) On payment of the joining fee and annual subscription, the member will receive a membership card (and bag tag for golfers) which, should the member leave the club, or their membership be terminated, will be returned immediately to the club.

g) Membership of the club can only be renewed by invitation from the management. The management reserves the right not to invite a member to renew without recourse and without giving reason.

h) Any incentive offered by the club from time to time is of limited duration and cannot be claimed by an existing member or by a new member after the advertised closing date.

# Membership Terms & Conditions

## **5) Entrance Fees, Subscriptions & Levies**

- a) Members shall pay such entrance fees and subscriptions as may from time to time be determined by the company. Such payment shall be made before a member is permitted to enjoy the facilities of the club.
- b) Entrance fees and subscriptions are non-refundable and cannot be transferred.
- c) Levies that form part of the corporate subscription cost are non-refundable and expire when the membership is not renewed.
- d) Levies cannot be used to purchase membership subscriptions.
- e) All subscriptions shall be paid annually by 1st May.
- f) Late payment may mean dismissal from the club.
- g) Changes to downgrade membership are not permitted until the subsequent membership renewal period. Any such change will be liable to an administration fee.
- h) Non-payment of dues will be assumed, by the company, as resignation from the club.

## **6) Resignation, Suspension and Expulsion of Members**

- a) Notice to leave on the following April 30th may be sent to the company at any time throughout the membership year. All subscriptions due must be paid before leaving the club. Members or their estate are entitled to a refund of any subscriptions under the two circumstances of relocation and serious illness/injury. Members or their estate are not entitled to a refund of any joining fees under any circumstances. All resignations must be in writing and accompanied by proof from a third party.
- b) Any member who is felt by the company to have brought the club into disrepute or harmed the good name of the club will be suspended. Acts deemed to bring the club into disrepute include, but are not limited to –
  - (i) Behaviour unbecoming a member of the club.
  - (ii) Conduct which, in the sole and absolute discretion and opinion of the management is considered abusive, and or aggressive behaviour shown towards fellow members, guests and members of staff.
  - (iii) Violation of any rules or regulations of the club, including, without limitation, these rules and regulations and those rules and regulations circulated by the management from time to time governing member conduct and use of club property or facilities.
  - (iv) Conduct which is disruptive, abusive, incompatible with or offensive or disagreeable to the members of the Club, their families and guests.

# Membership Terms & Conditions

(v) The non-payment of any fees, dues, charges or other indebtedness due and owing to the Club.

(vi) A serious, or consistent, breach of the Rules of Golf

(vii) Destruction or defacing, theft, damaging of and/or removal of Club property.

c) The Club, taking into account the nature and gravity of the conduct involved, may in its sole and absolute discretion, reprimand, place on probation, suspend, or expel any member of the Club who, or whose family or guest, has, in the opinion of the Management, engaged in conduct unbecoming a Member of the Club. The member involved will be notified in writing of any disciplinary action taken by the Management.

i) A serious breach or persistent violation will result in expulsion. In this instance, no member shall have the right to financial recompense.

ii) Any member who has faced disciplinary action may appeal in writing, and within 7 days of receiving notification of said action, directly to the Managing Director of the Company. The Managing Director's decision in all cases is final.

## **7) Leave of Absence**

There are 2 options available for a member who wishes to go on a leave of absence

a) Option 1 is a complimentary leave of absence that can be requested at any time during the membership year. This option is available to members who have an illness/injury preventing normal use of the club. Supporting evidence must be provided in the form of a medical note and the leave of absence will be granted at the discretion of the management team. Please note, a 30-day notice is required for this, and the maximum length of time for the leave to be applied is 3 months.

b) Option 2 is a paid leave of absence that is available to members who are relocating more than 50 miles away from Foxhills, for at least six months. The charge is £200 per adult member, and £100 per under 18 member. Please note, a 30-day notice is required for this, and the maximum length of time for the leave to be applied is 2 years. Use of the club and its facilities within this period are restricted unless attending as another member's guest.

# Membership

## Terms & Conditions

### 8) Guests

- a) Members of 16 years and over are entitled to bring up to four (two adults and two children) guests per day to the club.
- b) All guests must be accompanied by the member at all times, and the appropriate guest fee calculated and paid for at the time of arrival.
- c) Members must ensure that their guests abide by the rules of the club and accept responsibility for their guest's behaviour and expenses.
- d) No person whose membership of the club has been terminated, or whose application for membership has at any time been refused, shall be admitted as a guest.
- e) During the months of July and August, guests are only permitted to use the leisure facilities at weekends with the express permission of the Duty Manager. Permission will only be granted should the facilities be underutilised by the membership.
- f) Guests are not permitted to attend the complimentary classes that are provided by Foxhills solely for the membership. These classes include, but are not limited to, tennis coaching, classes and Country Club golf clinics.
- g) At all times the management reserves the right to refuse any person to be admitted as a guest to the club.

### 9) Liability

- a) Neither the Company, management or club accept responsibility, or liability for the following:
  - i) Injury to members or visitors on any of the premises or grounds belonging to the Club.
  - ii) Motor vehicles and their contents whilst on the property.
  - iii) Insurance of persons and/or property. Whilst the Company has the appropriate insurances in place for a facility of its standing, the Club cannot accept liability for any personal loss or injury. The Club encourages all members and guests to ensure that they have their own insurance cover in place. The Club constantly updates its security and health and safety policy, in its endeavour to ensure the safety of all members and guests. In return the club asks its members that reasonable endeavour is made by the membership to take responsibility for their own wellbeing and possessions. Members must not allow any guest or child in their care to take any undue risk, physical or otherwise, that may result in damage, loss or injury.

# Membership Terms & Conditions

## **10) Hours of Operation**

a) The hours of operation of the Club and its facilities, including the Clubhouse, Manor House, various restaurants, Health Spa, tennis courts, swimming pools, golf courses and all related facilities, shall be determined and established from time to time by the Club, in its sole and absolute discretion. This will be done by taking into account both the needs and desires of the members and their families and the reasonable dictates of good business, sound management practices and licensing laws. The club shall from time to time determine, establish, publish and circulate an appropriate schedule of the hours of operation, allowing for seasonal changes. The club will make every effort to keep the membership informed of the hours of operation of the Club and its facilities.

## **11) Club Premises**

a) The property and facilities of the Club, shall at all times be in the complete charge and control of the management. All members of the Club and their families, and guests shall at all times while on the premises of the Club be subject to the order of a Duty Manager and assistants, and may be ejected from Club property by the Duty Manager or such assistants should they fail to abide by the Rules and Regulations of the Club or any such order or direction.

b) The Duty Manager or his assistants may, at any time, without stating any reason, therefore, deny Club services or access to Club property and facilities to anyone, whether a member, a member of his or her family, or a guest, when, in the opinion of a Duty Manager or such assistants, it is deemed to be in the best interests of the Club.

c) Members are required to carry their membership cards at all times, whilst on the Club premises. Members of staff are instructed to request members for their membership cards at any time. Failure to produce a valid membership card will result in access being denied, to the member, to the Club premises.

d) No food or drink, alcoholic or otherwise, may be brought from outside and consumed on the Club premises with the exception of food required for babies and infants.

e) With the exception of guide dogs for the blind and hard of hearing, no dog is permitted on the Club premises.

f) Mobile phones are not permitted in the Manor restaurant, nor on any of the golf courses and only restricted access in Bar XIX. Restricted access must not be to the

# Membership Terms & Conditions

detriment of other member's enjoyment of the facilities.

g) Children under the age of 13 and on Club premises, must be accompanied by an adult at all times. Parents/guardians are responsible for the behaviour and safety of the children whom they accompany to the Club. Children up to the age of 17 cannot bring guests to the Club, and no child can have use of a parent's or guardian's account facilities. Children over the age of 7 are not permitted to use a changing room of the oppositesex.

h) Members must abide by the rules that are published and displayed in all of the facilities.

## **12) Dress Code**

a) Members and guests must always be dressed in a manner acceptable to the Club. The Duty Manager or his assistants reserve the right to refuse access to anyone that they feel is inappropriately attired.

b) All members and guests must be suitably attired for the sporting activity that they are partaking in. Please refer to the Golf, Health Spa and Country Club dress code for a full interpretation of what is designated as suitable attire.

c) Denim of any type is not permitted in the Manor restaurant, Clubhouse or on any golf course.

d) Golf shoes are not permitted in the Manor House.

e) Topless sunbathing is not permitted anywhere on the premises.

